

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IMRAN CHAUDHRI, DEIDRA ROSS,
RICHARD SMITH, LARRY BYRD, DAVID
CHRISTOPHER, DEREK HAHN and LEE
S. KELLY, individually, and on behalf of
themselves and all others
similarly situated,

Plaintiffs,

v.

OSRAM SYLVANIA, INC., and OSRAM
SYLVANIA PRODUCTS, INC.,

Defendants.

Case No. 2:11-CV-05504 (SDW)(MCA)

**ORDER GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT,
PRELIMINARILY CERTIFYING
SETTLEMENT CLASS AND APPROVING
CLASS NOTICE**

THIS MATTER having been opened to the Court by Eichen, Crutchlow, Zaslow & McElroy, LLP and Keefe Bartels, LLP (collectively “Class Counsel”) for the Class Representatives and Kirkland & Ellis LLP and Blank Rome LLP (collectively “Defense Counsel”) for the Defendants by way of Motion for Preliminary Approval of the proposed Settlement in the above matter; and

WHEREAS, the Court has jurisdiction over this action and the parties under 28 U.S.C. § 1331 and that venue is proper in this District;

WHEREAS, following arm's length negotiations, on June 27, 2014, the Settling Parties¹ executed the Class Action Settlement Agreement, the terms of which will fully settle all of the Released Claims; and

WHEREAS, upon reviewing the Settlement Agreement and Release and the Motion for Preliminary Approval, and the matter having come before the Court for entry of the Preliminary Approval Order;

IT IS ON THIS 8 day of July, 2014

ORDERED as follows:

1. **Preliminary Approval** – The Court finds and concludes that the Settlement is within the range of reasonableness warranting preliminary approval of the Settlement and the entry of this Preliminary Approval Order.

2. **Class Findings** – For purposes of the Settlement, the Court preliminarily finds that the requirements of Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the United States Constitution, the Rules of the Court and any other applicable law have been met in that:

- a. The Class Members are so numerous that joinder of all Class Members would be impracticable;
- b. The Class Representatives have alleged one or more questions of fact and law common to the Class including:
 - i. whether the terms of the proposed Settlement are fair, reasonable and adequate;

¹ For purposes of this Order, the Court adopts all defined terms as set forth in the Class Action Settlement Agreement, executed on June 27, 2014, and the terms used herein shall have the same meaning.

- ii. whether Defendants misrepresented or omitted material facts in promoting, marketing, advertising, or packaging the sale of certain automotive lighting by the Defendants;
- iii. whether Defendants' alleged acts and omissions violated the New Jersey Consumer Fraud Act; and
- iv. whether Defendants' alleged acts and omissions breached their express and implied warranties to the Class Representatives and the Class.

- c. The Class Representatives' claims are typical of the claims of the Class;
- d. The Class Representatives will fairly and adequately protect the interests of the Class, and the Class Representatives' interests are not antagonistic to those of the Class. The Class Representatives are represented by counsel who are experienced and competent in the prosecution of complex class action litigation; and
- e. Questions of law and fact common to Class Members predominate over questions affecting only individual Class Members. The Court also finds that class action resolution in the manner proposed in the Settlement Agreement would be superior to other available methods for a fair and efficient adjudication of this litigation. In making these preliminary findings, the Court has considered, among other factors: (i) the interest of Class Members in individually controlling the prosecution or defense of separate actions; (ii) the impracticability or inefficiency of prosecuting or defending separate actions; (iii) the extent and nature of any litigation concerning these claims already commenced; and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

3. Preliminary Class Certification for Settlement Purposes – Based upon the findings set forth in ¶ 2 above, the Court preliminarily certifies the Class for settlement purposes under Fed. R. Civ. Proc. 23. The Class consists of:

All persons or entities in the United States and its territories who purchased one or more Covered Products in any U.S. state, territory, or possession at any time during the Class Period, other than for resale or distribution to another person or entity, and who do not timely seek exclusion. Covered Products include (i) SilverStar® ULTRA, SilverStar®, XtraVision®, or Cool Blue® replacement headlight capsules; (ii) SilverStar®, XtraVision®, or Cool Blue® sealed beam headlights; or (iii) SilverStar® fog or auxiliary lights. Excluded from the Settlement Class are: Sylvania; Sylvania's current or former employees, officers, and directors; Defense Counsel; any judge presiding over this Action or any Related Action; or any immediate family member of such persons.

4. Appointment of Class Representatives – The Court preliminarily appoints the following Class Representatives: Imran Chaudhri, Deidra Ross, Richard Smith, Larry Byrd, David Christopher, Derek Hahn and Lee S. Kelly.

5. Appointment of Class Counsel – The Court appoints Eichen, Crutchlow, Zaslow & McElroy, LLP and Keefe Bartels, LLC as Class Counsel pursuant to Fed R. Civ. P. 23(g).

6. Findings Regarding the Settlement – The Court finds that: (a) the Settlement Agreement resulted from arm's-length negotiations; and (b) the Settlement Agreement is sufficiently fair, reasonable and adequate to warrant providing notice of the Litigation and Settlement to Class Members and holding a Fairness Hearing.

7. Fairness Hearing – The Court will hold a Fairness Hearing at 3:00 p.m., on 31/10/15, at the United States Courthouse located at M.L. King, Jr. Federal Bldg. & Courthouse, Room 2060, 50 Walnut Street, Newark, New Jersey 07102402 E. State Street, for the following purposes: (a) to determine whether the Settlement should be finally approved by the Court as fair, reasonable, adequate and in the best interests of the Class; (b) to determine whether the Class should be finally certified for settlement purposes; (c) to determine whether a

Judgment should be entered dismissing and releasing the Released Claims with prejudice; (d) to rule upon the Fee and Expense Application and the Award to Settling Plaintiffs; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Fairness Hearing may be adjourned by the Court without notice to the Class other than an announcement of the adjournment at the scheduled time of the Fairness Hearing or at the scheduled time of any adjournment of the Fairness Hearing.

8. Modifications to the Settlement – The Court may consider modifications to the Settlement (with the consent of the Settling Parties) without further notice to the Class.

9. Claims Administrator – The Court hereby appoints Rust Consulting, Inc. as the Claims Administrator for the Settlement, to assist the Settling Parties in, among other things:

- a. Mailing or arranging for the mailing of the Postcard Notice;
- b. Arranging for publication of the Summary Notice;
- c. Posting the Postcard Notice, Long Form Notice, Short Form Notice and Claim Form on the Settlement's website;
- d. Answering written inquiries from potential Class Members and/or forwarding such inquiries to Lead Counsel or their designee(s);
- e. Receiving and maintaining on behalf of Class Counsel all Proofs of Claim submitted by Class Members;
- f. Establishing a call center with a toll-free number and e-mail address to answer inquiries from potential Class Members, including a system for e-mail inquiries and replies;
- g. Creating a Settlement-dedicated English and Spanish website;
- h. Providing additional copies of the notices or claim form, upon request, to potential Class Members;

- i. Calculating and arranging for allocation of the Settlement Fund to eligible Claimants; and
- j. Otherwise assisting Class Counsel or their designees with administration and implementation of the Settlement Agreement (the “Claims Administration Services”). All reasonable expenses incurred in connection with the Claims Administration Services shall be paid as set forth in the Settlement Agreement.

10. Notice to Potential Class Members – The Court further directs that Rust Consulting, consistent with the Notice Program set forth in the Settlement Agreement, provide notice in the following manner:

- a. Consistent with the Class definition, terms and timing of the Settlement Agreement, Rust Consulting, Inc. shall mail by United State Postal Service the Postcard Notice, attached as Exhibit “A,” to all Class Members that have been identified through reasonable effort;
- b. Consistent with the Class definition, terms and timing of the Settlement Agreement and subject to availability, Rust Consulting, Inc. shall have the Short Form Notice, attached as Exhibit “B,” published in the following magazines, newspapers or periodicals: ESPN the Magazine, Maxim, Motor Trend, National Geographic, Popular Science, El Nuevo Dia, El Vocero, Pacific Daily News (Guam), Primera Hora, Saipan Tribune, Samoa News, St. Croix Avis, St. Johns Trade Winds, Virgin Islands Daily News and Parade;
- c. Consistent with the Class definition, terms and timing of the Settlement Agreement and subject to availability, Rust Consulting, Inc. shall have the Short

Form Notice published on the following third-party websites: Advertising.com Network, Facebook.com, Specific Media and Xaxis;

- d. Consistent with the Class definition, the terms and timing of the Settlement Agreement and subject to availability, Rust Consulting, Inc. shall have notice of the Settlement published on broadcast media outlets; and
- e. Consistent with the Class definition, the terms and timing of the Settlement Agreement, Rust Consulting, Inc. shall establish a Settlement-dedicated website, which shall publish the Long-Form Notice, attached as Exhibit "C," and make available for viewing other Settlement-related documents.

11. Findings as to Notice to Potential Class Members – The Court finds and concludes that the methods of providing notice to potential Class Members: (a) is the best notice reasonably practicable under the circumstances; (b) is reasonably calculated, under the circumstances, to apprise potential Class Members of the pendency of this Litigation, the claims alleged in the Litigation, the effect of the Settlement Agreement (including the Release), their right to object to the Settlement and their right to exclude themselves from the Class; (c) fully satisfies the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law; and (d) constitutes due and sufficient notice to all Persons entitled to receive notice.

12. Requests for Exclusion – Any Person may request exclusion from the Class. Any request for exclusion from the Class must be: (i) in writing; (ii) delivered by hand, overnight delivery service or first class postage pre-paid mail to the Claims Administrator identified in the Notice at the address stated in the Notice; and (iii) received no later than November 14, 2014.

13. Form of Request for Exclusion – Any request for exclusion from the Class must be signed and must include the following information: (a) the Person’s name, address, telephone number and, if applicable, e-mail address; and (b) request to be excluded from the Class.

14. Effect of Request for Exclusion – Any Person who requests exclusion from the Class in accordance with the terms stated in this Preliminary Order shall be excluded from the Class and shall not be bound by the terms of the Settlement and the Judgment, but shall have no right to participate in the distribution of the Settlement Fund.

15. Effect of Not Requesting Exclusion – Any Person who does not request exclusion from the Class in the manner stated in this Order shall be deemed to have waived the right to be excluded from the Class, and shall forever be barred from requesting exclusion from the Class in this or any other proceeding, and shall be bound by the Settlement and the Judgment, if the Court approves the Settlement.

16. Objections – Any Class Member may object to the Settlement, the Fee and Expense Application or Incentive Award to the Class Representatives or otherwise request to be heard in person or by counsel concerning any matter properly before the Court at the Fairness Hearing.

17. Deadline for Filing Objections – Any objection or other request to be heard at the Fairness Hearing, including any notice of appearance by counsel for an objecting Class Member, must be filed with the Clerk of the Court and delivered by hand, overnight delivery service or first class postage pre-paid mail to the counsel identified in the Long Form Notice no later than February 9, 2015.

18. Form of Objections – Any objection shall contain a caption or title that identifies it as “Objection to Class Settlement in *Chaudhri v. OSRAM SYLVANIA, INC.*, Civil Action No.

2:11-CV-05504" and information sufficient to identify and contact the objecting Settlement Class Member (or his or her attorney, if any), as well as a clear and concise statement of the Settlement Class Member's objection, the legal grounds on which the objection is based, and documents sufficient to establish the basis for his or her standing as a Settlement Class Member, *i.e.*, Proof of Purchase or verification under oath as to their purchase(s) of the Covered Products. Any objecting Settlement Class Member who wishes to appear at the Fairness Hearing, whether in person or through an attorney, shall file with the Court and counsel listed in the Long Form Notice a notice of his or her intention to appear. Such notice must be filed at least fourteen (14) days before the date set for the Fairness Hearing and must include the name, address, and telephone number of the Settlement Class Member and any attorney who will appear on his or her behalf.

19. Effect of Filing Objections – By objecting to the Settlement, the Fee and Expense Application, Incentive Award to Class Representatives, or otherwise requesting to be heard at the Fairness Hearing, a Class Member shall be deemed to have submitted to the jurisdiction of the Court, including any order the Court issues concerning discovery, with respect to the Class Member's objection or request to be heard and the subject matter of the Settlement. Such jurisdiction shall include, but not be limited to, enforcement of the terms of the Settlement, including, but not limited to, the Release provided for in the Judgment.

20. Effect of Not Filing an Objection – Any Class Member who does not object to the Settlement, the Fee and Expense Application, Incentive Award to Class Representatives, or otherwise request to be heard at the Fairness Hearing, in the manner required by this Order, shall be deemed to have waived the right to object to the Settlement, the Fee and Expense Application, Incentive Award to Class Representatives, or otherwise be heard concerning these subjects, and

shall forever be barred from objecting to the Settlement, the Fee and Expense Application, Incentive Award to Class Representatives, or from otherwise being heard concerning these subjects in this or any other proceeding.

21. Proof of Claim – Any Class Member who does not request exclusion from the Class in the manner required by this Order, did not receive the Postcard Notice and who wants to share in the Settlement Fund must submit a fully completed and signed Proof of Claim to the Claims Administrator, in the manner described in the Long Form Notice no later than the date stated in the Long Form Notice and the Proof of Claim, unless good cause is shown for an extension of this deadline.

22. Effect of Submitting a Proof of Claim – By submitting a Proof of Claim, a Class Member shall be deemed to have submitted to the jurisdiction of the Court, including any order the Court issues concerning discovery, with respect to the Class Member's Proof of Claim and the subject matter of the Settlement. Such jurisdiction shall include, but not be limited to, enforcement of the terms of the Settlement, including, but not limited to, the Release provided for in the Judgment.

23. Effect of Not Submitting a Proof of Claim – Any Class Member who does not submit a Proof of Claim in the manner stated in this Order shall be deemed to have waived the right to share in the Settlement Fund, and shall forever be barred from sharing in the Settlement Fund. Any such Class Member, however, in all other respects, shall be subject to and bound by all terms of the Settlement, including the terms of the Judgment and the Release provided for in the Judgment, unless such Class Member has submitted a request to be excluded from the Class in the manner required by this Order.

24. Stay of Litigation – Pending the Fairness Hearing, the Court stays all proceedings in the Litigation, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement.

25. Temporary Injunction – Class Members are preliminarily enjoined from filing, commencing, pursuing, intervening in, participating in (as class members or otherwise) or receiving any benefits or other relief from any other lawsuit, arbitration or administrative, regulatory or other proceeding against any or all Released Persons or order in any jurisdiction entered against any or all Released Persons, that is based upon, arises out of or relates to any Released Claims.

26. Filing Deadlines – All initial papers in support of the Settlement, the Plan of Allocation, and/or any Fee and Expense Application or Incentive Award to Class Representatives shall be filed and served no later than January 9, 2015. Responses to any objections to the Settlement, any Fee and Expense Application, and/or any application for Incentive Award to Class Representatives shall be filed and served no later than 7 days prior to the Final Approval Hearing.

27. No Admission – The facts and terms of the Settlement, all negotiations, discussions, drafts and proceedings in connection with the Settlement, and any act performed or document executed pursuant to or in furtherance of the Class Action Settlement Agreement or the Settlement shall not be deemed an admission by any Settling Party as to the merits of any claim or defense in the Litigation.

28. The Settlement Fund – No Person that is not an eligible Claimant or Class Counsel shall have any right to any portion of the Settlement Fund except by Court order or as provided for in the Settlement.

29. Termination of the Settlement – In the event that the Settlement fails to become Final in accordance with its terms, or if the Judgment is not entered or is reversed, vacated, or materially modified on appeal (and, in the event of material modification, if any Settling Party elects to terminate the Settlement), this Order shall be null and void, the Settlement shall be deemed terminated, and the Settling Parties shall return to their positions as of June 27, 2014, without prejudice in any way, as provided for in the Settlement.

IT IS SO ORDERED.



HON. MADELINE COX ARLEO, U.S.M.J.



EXHIBIT “A”

If You Bought Sylvania Automotive Lighting You Could Get Money from a \$30 Million Settlement

A proposed Settlement has been reached with Osram Sylvania Inc. ("Sylvania"). The Settlement resolves claims that Sylvania misrepresented that certain replacement automotive lighting is brighter, provides a wider beam and allows drivers to see farther down the road than standard halogen lighting. It also claims that Sylvania omitted material information regarding the reduced life of the replacement lighting. Sylvania denies that it did anything wrong. Records show you are eligible for Settlement benefits.

What does the Settlement provide?

A \$30 million Settlement Fund will be established to make payments to eligible members of the Class. The minimum payment is expected to be \$10. The Settlement Fund will also be used to pay Court-approved attorneys' fees and expenses, costs of notice and settlement administration, and incentive awards to the Class Representatives.

How can I get a payment?

You will automatically receive a mailed check if you received this postcard and the Court approves the Settlement unless you exclude yourself from the Settlement.

What are my rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Sylvania yourself, you must exclude yourself from the Settlement Class by **Month 00, 2014**. If you stay in the Settlement Class, you may object to the Settlement by **Month 00, 2014**.

The Court will hold a hearing on **Month 00, 2014** to consider whether to approve the Settlement and award attorneys' fees, costs and expenses up to one-third of the Settlement Fund, and total incentive awards up to \$25,000 to the Class Representatives. You or your lawyer may appear and speak at the hearing at your own expense.

For more Settlement information or for a Claim Form:
1-800-000-0000 www.AutoLightClaims.com

PARA UNA NOTIFICACIÓN IN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE PARA UNA NOTIFICACIÓN IN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

EXHIBIT “B”

If You Bought Sylvania Automotive Lighting You Could Get Money from a \$30 Million Settlement

A proposed Settlement has been reached with Osram Sylvania Inc. (“Sylvania”). The Settlement resolves claims that Sylvania misrepresented that certain replacement automotive lighting is brighter, provides a wider beam and allows drivers to see farther down the road than standard halogen lighting. It also claims that Sylvania omitted material information regarding the reduced life of the replacement lighting. Sylvania denies that it did anything wrong.

Who is included in the Settlement?

The Settlement includes any person or entity who:

- Bought one or more of the following, other than for resale or distribution to another person or entity: SilverStar ULTRA®, SilverStar®, XtraVision®, or Cool Blue® replacement headlight capsules; SilverStar®, XtraVision®, or Cool Blue® sealed beam headlights; and SilverStar® fog or auxiliary lights.
- In the United States (or any territory or possession) from September 22, 2005 to Month 00, 2014.

What does the Settlement provide?

A \$30 million Settlement Fund will be established to make payments to eligible Class Members. The minimum payment is expected to be \$10. The Settlement Fund will also be used to pay Court-approved attorneys' fees and expenses, costs of notice and settlement administration, and incentive awards to the Class Representatives.

How can I get a payment?

If you did not receive a postcard notice in the mail, you may file a claim online or by mail by **Month 00, 2014**. The Claim Form only takes 3-5 minutes for most individuals to complete.

What are my rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Sylvania yourself, you must exclude yourself from the Settlement Class by **Month 00, 2014**. If you stay in the Settlement Class, you may object to the Settlement by **Month 00, 2014**.

The Court will hold a hearing on **Month 00, 2014** to consider whether to approve the Settlement and award attorneys' fees, costs and expenses up to one-third of the Settlement Fund and total incentive awards up to \$25,000 to the Class Representatives. You or your lawyer may appear and speak at the hearing at your own expense.

For more Settlement information or for a Claim Form:

1-800-000-0000 www.AutoLightClaims.com

PARA UNA NOTIFICACIÓN IN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

EXHIBIT “C”

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**If You Bought Sylvania Automotive Lighting,****You Could Get Money from a Class Action Settlement***A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed \$30 million Settlement has been reached with Osram Sylvania, Inc., formerly Osram Sylvania Products, (“Sylvania”) in a class action lawsuit about replacement automotive headlights.
- The lawsuit claims that Sylvania falsely misrepresented the performance characteristics of certain replacement automotive lighting and omitted material information about the lighting’s lifespan. Sylvania denies these claims and denies that it did anything wrong.
- Individuals or entities that purchased certain Sylvania Automotive Lighting between September 22, 2005 and Month 00, 2014 are eligible for a payment expected to be \$10. The Settlement does not include resellers.

Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
GET AN AUTOMATIC PAYMENT	If you received a postcard in the mail about this Settlement, you do not need to submit a Claim Form to receive an automatic payment.
SUBMIT A CLAIM	If you did not receive a postcard in the mail, you must submit a Claim Form to receive a payment.
ASK TO BE EXCLUDED	You will receive no benefits from the Settlement and will not be bound by it. You will retain any right you may have to sue Sylvania separately about the claims in this case.
OBJECT	Write to the Court in charge of this case explaining why you do not like the proposed Settlement. If you file an objection, you may also speak at the hearing that will be held to determine the fairness of the proposed Settlement.
DO NOTHING	If you did not receive a postcard in the mail and do nothing, you will receive no payment and will give up rights to proceed separately against Sylvania.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will only be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

What This Notice Contains

BASIC INFORMATION X

1. Why is there a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS PART OF THE SETTLEMENT? X

5. Who is included in the Settlement?
6. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITS X

7. What does the Settlement provide?
8. How much will my payment be?
9. When will I receive my payment?
10. What am I giving up to stay in the Settlement Class?

HOW TO RECEIVE A PAYMENT..... X

11. How can I receive a payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT X

12. How do I get out of the Settlement?
13. If I do not exclude myself, can I sue Sylvania for the same thing later?
14. If I exclude myself, can I still get a payment/benefit from this Settlement?

THE LAWYERS REPRESENTING YOU X

15. Do I have a lawyer in the case?
16. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT X

17. How do I tell the Court if I do not like the Settlement?
18. What is the difference between objecting and asking to be excluded?

THE FAIRNESS HEARING X

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to attend the hearing?
21. May I speak at the hearing?

GETTING MORE INFORMATION X

22. How do I get more information?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.AUTOLIGHTCLAIMS.COM
PARA UNA NOTIFICACIÓN IN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.

BASIC INFORMATION

1. Why is there a Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights and options, what benefits are available, who is eligible for them, and how to receive them.

Judge Madeline Cox Arleo, U.S.M.J., of the United States District Court for the District of New Jersey is overseeing this case. This lawsuit is known as *Chaudhri v. Osram Sylvania, Inc.*, Civil Action No. 2:11-cv-05504-SDW-MCA. The people who sued are called the “Plaintiffs” or “Class Representatives.” The “Defendant,” the party who is being sued, is Sylvania. The Plaintiffs or Class Representatives and Defendants may be referred to collectively as “Parties.”

2. What is this lawsuit about?

The lawsuit claims that Sylvania misrepresented that certain replacement automotive lights are brighter, provide a wider beam and allow drivers to see farther down the road than standard halogen lights. It also claims that Sylvania omitted material information regarding the reduced life of these replacement lights. Sylvania denies these claims and denies that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” In this case, the Class Representatives are Imran Chaudhri, Lee Kelly, Derek Hahn, David Christopher, Larry Byrd, Richard Smith and Deidra Ross. In a class action, the Court resolves the legal issues, legal claims, and legal defenses for all class members in one lawsuit, except for individuals or entities who ask to be excluded from the class.

4. Why is there a Settlement?

The Parties have reached a proposed Settlement to resolve this lawsuit. The Court has not decided in favor of the Class Representatives or Sylvania, and there has been no trial. If the Court grants final approval of the proposed Settlement, the Class Members (described more specifically in the Section, “Settlement Benefits”) may receive the Settlement benefits described in this Notice. The Class Representatives and their attorneys believe that the proposed Settlement is in the best interests of the Class.

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement by a postcard addressed to you, then you are a Class Member. But even if you did not receive a notice, you may be a Class Member, as described below.

**QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.AUTOLIGHTCLAIMS.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.**

5. Who is included in the Settlement?

The Settlement includes any person or entity that bought one or more of the Covered Products, other than for resale or distribution, in the United States (or any territory or possession) from September 22, 2005 to Month 00, 2014.

The Covered Products are:

- SilverStar ULTRA®, SilverStar®, XtraVision®, or Cool Blue® replacement headlight capsules;
- SilverStar®, XtraVision®, or Cool Blue® sealed beam headlights; and
- SilverStar® fog or auxiliary lights.

The Settlement does not include: (1) Sylvania, (2) Sylvania's current or former employees, officers, and directors, (3) Defense Counsel, and (4) the judge in the case (or any related case), and their immediate family members.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-800-000-0000 with questions or visit www.AutoLightClaims.com. You may also write with questions to Sylvania Headlight Settlement, P.O. Box 0000, City, ST 00000.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will create a \$30 million Settlement Fund to pay eligible Class Members who were sent a postcard notice in the mail or submitted valid claims. The cost to administer the Settlement, attorney fees and expenses and incentive awards the payment to the Class Representative will come out of this fund (see Question 16). In addition, Sylvania will change the packaging for the Covered Products to address the issues in this lawsuit.

More details are in a document called the Settlement Agreement, which is available at www.AutoLightClaims.com.

8. How much will my payment be?

The minimum payment is expected to be \$10. Payment will be based on the number of eligible Claims. It is possible that Class Members may receive more than \$10 depending on the amount of claimants.

If claims exceed the amount available for benefits, the cash payments will be reduced on a proportional basis so that all valid claims can be paid. However, if there is any money remaining in the Settlement Fund (after paying all claims, attorneys' fees and expenses, notice and administration costs, and incentive awards to Class Representatives) it will be used to make additional payments to Class Members who cashed and accepted their initial payments.

The actual amount each eligible Class Member will receive will not be determined until after Month 00, 2014 and may not be determined until after the Settlement is final.

**QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.AUTOLIGHTCLAIMS.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.**

9. When will I receive my payment?

Class Members who are entitled to payments will receive their payments after the Court grants final approval of the Settlement and after any appeals are resolved (see “The Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

10. What am I giving up to stay in the Settlement Class?

If the Settlement becomes final, you will give up your right to sue Sylvania for the claims being resolved by this proposed Settlement. The specific claims you are giving up against Sylvania are described in Section XIII of the Settlement Agreement. You will be “releasing” Sylvania and all related people as described in Section XIII of the Settlement Agreement. The Settlement Agreement is available at www.AutoLightClaims.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can contact the law firms listed in Question 15 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

How To RECEIVE A PAYMENT

11. How can I receive a payment?

If you received a postcard notice in the mail, you do not need to submit a Claim Form. You will get a payment automatically if the Settlement becomes final. If you did not receive a postcard, to ask for a payment, simply complete and submit a Claim Form online at www.AutoLightClaims.com or by mail. You either need to provide proof of purchase (such as a receipt, credit card record, document, or product packaging) or swear under oath you purchased or own one of the included Covered Products. Claim Forms are available at the website or by calling 1-800-000-0000. Please read the instructions carefully, fill out the Claim Form and submit it online or mail it postmarked no later than **Month 00, 2014** to:

Sylvania Automotive Lighting Settlement
P.O. Box 0000
City, ST 00000

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in the proposed Settlement or receive the benefits provided by it, but you want to maintain your right to sue Sylvania, concerning the legal and factual issues involved in this lawsuit, then you must take steps to exclude yourself or “opt out” of the Settlement.

12. How do I get out of – or exclude myself from --the Settlement?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.AUTOLIGHTCLAIMS.COM
PARA UNA NOTIFICACIÓN IN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Chaudhri v. Osram Sylvania, Inc.*, Civil Action No. 2:11-cv-05504-SDW-MCA. Include your name, address, and signature. You must mail your Exclusion Request postmarked no later than **Month 00, 2014**, to:

Sylvania Automotive Lighting Settlement
P.O. Box 0000
City, ST 00000

13. If I do not exclude myself, can I sue Sylvania for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Sylvania for the claims that this Settlement resolves.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the Settlement. Also, if you choose to pursue a lawsuit on your own, you will be responsible for any fees and costs that your individual attorney charges you.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Class Members as “Class Counsel.” They include:

John E. Keefe, Jr., Esq. KEEFE BARTELS 170 Monmouth Street Red Bank, NJ 07701 [insert litigation specific email address]	Barry R. Eichen, Esq. EICHEN CRUTCHLOW ZASLOW & McELROY, LLP 40 Ethel Road Edison, NJ 08817 [insert litigation specific email address]
--	---

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel has not received any fees or reimbursement for the expenses associated with litigating this case. If the Court grants final approval of the proposed Settlement, Class Counsel will ask the Court to award them reasonable attorneys' fees, costs and expenses. Class Counsel's request for attorneys' fees, costs and expenses will not exceed one-third (33 1/3%) of the \$30 million Settlement Fund. The Court will decide the amount of fees to award. Class Counsel will also request that total incentive awards up to \$25,000 be awarded to the Class Representatives for their services on behalf of the whole Class. The fees, costs and expenses, and incentive awards that are approved by the Court will be paid out of the Settlement Fund.

**QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.AUTOLIGHTCLAIMS.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.**

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a member of the Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees, costs and expenses, and/or the incentive awards to the Class Representatives. To object, you must submit a letter that includes the following:

- Your name, address, and telephone number;
- A statement identifying as an "Objection to Class Settlement in *Chaudhri v. Osram Sylvania, Inc.*, Civil Action No. 2:11-cv-05504-SDW-MCA,"
- The reasons you object to the Settlement, along with the legal grounds;
- Documentation such as Proof of Purchase or verification under oath that you are a Class Member (see Question 11);
- The name and contact information for the attorney representing you (if applicable); and
- Your signature.

You must mail your objection to each of the following addresses, and your objection must be postmarked by **Month 00, 2014**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court District of New Jersey M.L. King, Jr. Federal Bldg. & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102	John E. Keefe, Jr., Esq. KEEFE BARTELS 170 Monmouth Street Red Bank, NJ 07701 Barry R. Eichen, Esq. EICHEN CRUTCHLOW ZASLOW & McELROY, LLP 40 Ethel Road Edison, NJ 08817	Brant W. Bishop, P.C. Eunnice H. Eun KIRKLAND & ELLIS LLP 655 15 th Street, NW Washington, DC 20005 Stephen M. Orlofsky David C. Kistler BLANK ROME LLP 301 Carnegie Center, 3 rd Floor Princeton, NJ 08540

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to.

**QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.AUTOLIGHTCLAIMS.COM
PARA UNA NOTIFICACIÓN IN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.**

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at XX:00 x.m. on **Month 00, 2014**, at the M.L. King, Jr. Federal Bldg. & Courthouse, 50 Walnut Street, Newark, New Jersey 07012. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.AutoLightClaims.com or call 1-800-000-0000. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have, but, you and/or your lawyer is welcome to attend at your expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Chaudhri v. Osram Sylvania, Inc.*, Civil Action No. 2:11-cv-05504-SDW-MCA." Be sure to include whether you will be appearing through an attorney and your name, address, telephone number, your signature, and the name and contact information for the attorney (if applicable). Your Notice of Intention to Appear must be postmarked no later than **Month 00, 2014**, and must be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.AutoLightClaims.com. You also may write with questions to Sylvania Headlight Settlement, P.O. Box 0000, City, ST 00000 or call the toll-free number, 1-800-000-0000. You can also get a Claim Form at the website, or by calling the toll free number, 1-800-000-0000.

**QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.AUTOLIGHTCLAIMS.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.**